



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving Contracts for Fiscal Year 2009/10 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,872) and Transit Facility Cleaning (\$38,456)

**MEETING DATE:** June 17, 2009

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute contracts for Fiscal Year 2009/10 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown cleaning in the amount of \$46,872 and Transit Facility cleaning in the amount of \$38,456.

**BACKGROUND INFORMATION:** United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000. They have been successfully used at several City facilities. Staff is proposing to continue contracting with UCP for Downtown cleaning and Transit Facility servicing. The Downtown emphasis is placed on School Street and addresses furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops.

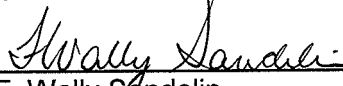
The UCP Program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage.

**FISCAL IMPACT:** The overall fiscal impact is minor when service/benefit received is compared to cost. The entire community uses Downtown. A clean Downtown area gives the impression of a safe and welcoming environment. Lodi Station is not only the first impression for many visitors, but also the only impression for many passing through Lodi by train

**FUNDING AVAILABLE:** Funds for this contract are provided in the 2009/10 Operating budget.

Downtown Cleaning Estimate: \$46,872  
Budgeted: 321 Street Fund – Downtown Cleaning  
Transit Facility Estimate: \$38,455.50  
Budgeted: 12 Transit Fund

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager  
FWS/GMB/CJ/dsg  
cc: Curt Juran, Assistant Streets and Drainage Manager

Downtown Lodi Business Partnership

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**APPROVED:**   
Blair King, City Manager

## **Contract for "Downtown Lodi Cleaning Crew"**

This contract agreement is made and entered into this 1st day of July 2009 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1 2009, will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- o Work hours, Monday – Friday, 6:00 am – 10:00 am, except holidays
- o Empty trash containers and clean area Monday & Friday (map attached)
- o Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc..

### **The Contractor's responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior

approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 6:00 am – 10:00 am, Monday through Friday.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

#### **The Customer's Responsibilities**

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor, to the extent permitted by the California Public Records Act.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Downtown Lodi Cleaning Cost Projection

FY08-09	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	88	84	84	88	76	88	76	76	92	88	80	88	<b>1,008</b>
Cleaning Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	<b>\$ 46.50</b>
Cleaning Cost Per Month	\$4092	\$3906	\$3906	\$4092	\$3534	\$4092	\$3534	\$3534	\$4278	\$4092	\$3720	\$4092	<b>\$46,872</b>

\_\_\_\_\_

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

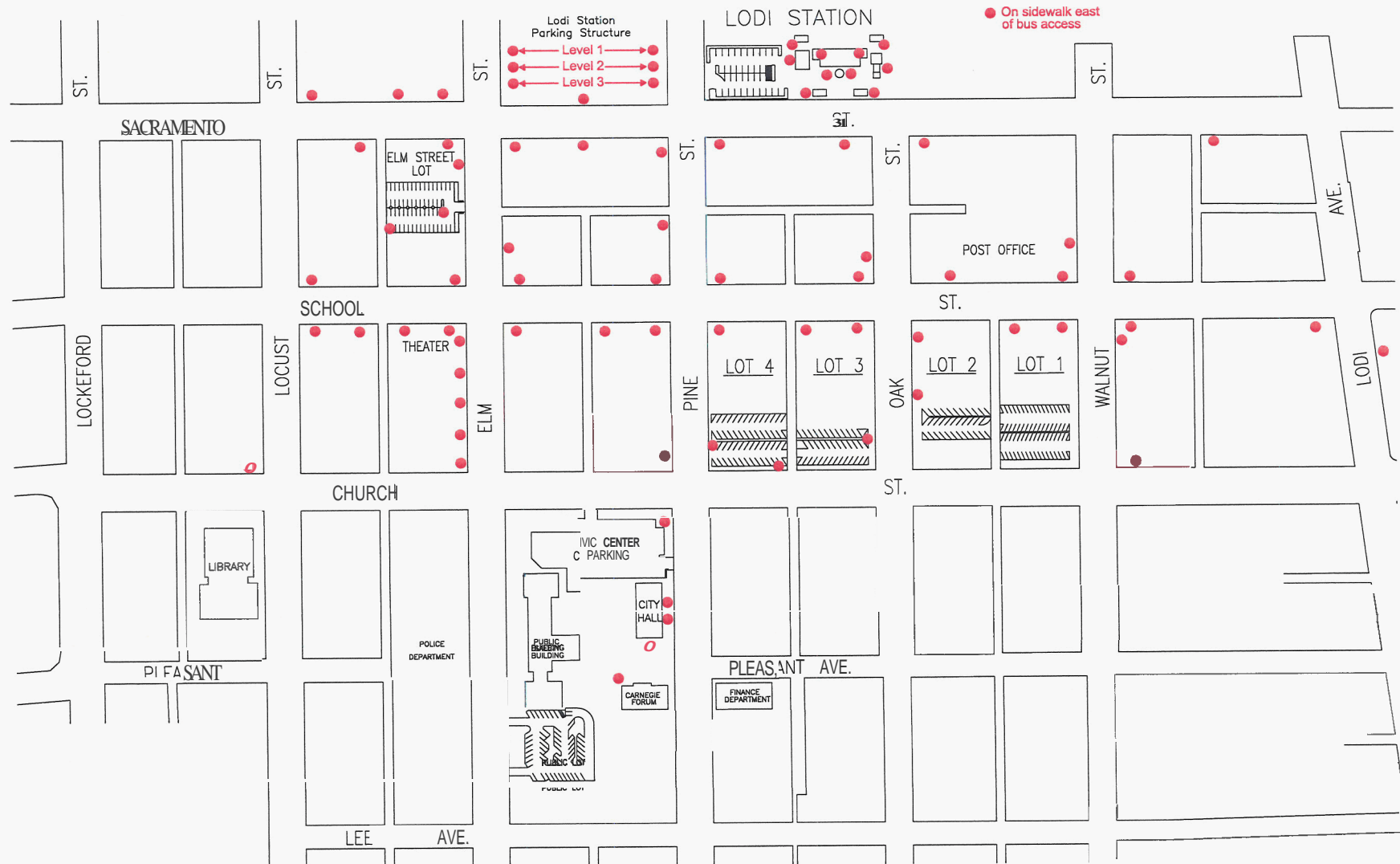
ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney





● - Trash Can

NOT TO SCALE

September 25, 201

NO.	DATE	BY	NO.	DATE	BY
1			4		
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3			6		



CITY OF LODI  
PUBLIC WORKS DEPARTMENT

DOWNTOWN  
CLEANUP

2009-2010  
Downtown Lodi Schedule

July

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76

December

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January

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76

February

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76

March

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92

April

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80

June

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88

 Days Worked

## **Contract for "Transit Facility Cleaning"**

This contract agreement is made and entered into this 1st day of July, 2009 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2009, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" project duties as outlined by the City of Lodi. Specific responsibilities for the Transit Facility include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, Lodi Station, and Sheltered Bus Stops, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

### **The Contractor's Responsibilities**

- 1. The Contractor will provide the staff to make up one ~~Crew~~ crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer.
- 2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Station Parking structure, Lodi Train Station, and Grapeline bus shelters as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded from the 4:30 p.m. start time.) The Contractor will now also collect garbage from bus stops as needed. This duty has been added to the contract. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

## **Exhibit A – Bus Stops**

**Wal-Mart • Target • Lowe's • bower Sacramento North of Elm • Lower Sacramento by Meritage Apartments • Salisbury's (Turner and Woodhaven) • Lodi Lake on Turner Road near the main gate • Lockeford Street at Calaveras Street • Hale Park • Loel Center • Smart and Final • Central Avenue at Tokay Street • Central Avenue at Boys and Girls Club • Kofu Park • Municipal Service Center.**

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the "Customer's Responsibilities", all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

### The Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15<sup>th</sup>) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Transit Facility Cleaning". This cost will not exceed \$40,000 per year regardless of hours worked. This shall be considered full compensation for all the Contractor's expenses incurred in the performance of the contract.
2. The Customer will provide all Contractor crewmembers with "Transit Facility Cleaning" supplies and equipment specific to "Special Services" as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor, to the extent permitted by the California Public Records Act.



5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

#### Transit Facility Cleaning Cost Projection

FY 06-07	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Hrs. Serviced	68	74	66	71	71	66	75	64	64	68	74	66	827
Parking Lot cost per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot cost per Month	\$3,162	\$3,441	\$3,069	\$3,301.50	\$3,301.50	\$3,069	\$3,487.50	\$2,976	\$2,976	\$3,162	\$3,441	\$3,069	\$38,455.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

\_\_\_\_\_  
Date

# 2009 - 2010 Transit Facility Cleaning Schedule

July

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November

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January

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March

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April

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May


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June

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66

 Days Worked

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING CONTRACTS FOR DOWNTOWN  
CLEANING AND TRANSIT FACILITY CLEANING FOR  
FISCAL YEAR 2009-10 AND FURTHER AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE CONTRACT

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WHEREAS, United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties (UCP) has been working for the Public Works Department since 2000, and it has been successfully used at several City facilities; and

WHEREAS, each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew. The contract rate for a crew is \$46.50 per hour. UCP is the only known non-profit organization that pays the disabled the State minimum wage. All other organizations pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage; and

WHEREAS, staff recommends that the City continue to contract with UCP for Downtown cleaning, and Transit Facility servicing. The Downtown emphasis is placed on School Street and addresses furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a downtown cleaning contract in the amount of \$46,872 and a transit facility cleaning contract in the amount of \$38,456 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, California, for fiscal year 2009-10; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the contracts.

Dated: June 17, 2009

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I hereby certify that Resolution No. 2009-83 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2009, by the following vote:

AYES: COUNCIL MEMBERS –Johnson, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock and Katzakian

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

CITY COUNCIL

LARRY D. HANSEN, Mayor  
PHIL KATZAKIAN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
BOB JOHNSON  
JOANNE L. MOUNCE

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

BLAIR KING  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

June 12, 2009

Downtown Lodi Business Partnership  
P.O. Box 1565  
Lodi, CA 95241-1565

SUBJECT: Adopt Resolution Approving Contracts for Fiscal Year 2009/10 with  
United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of  
Stockton, for Downtown Cleaning (\$46,872) and Transit Facility Cleaning  
(\$38,456)

Enclosed is a copy of background information on an item on the City Council agenda of  
Wednesday, June 17, 2009. The meeting will be held at 7 p.m. in the  
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a  
Council Member requests discussion. The public is given an opportunity to address  
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,  
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the  
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's  
card (available at the Carnegie Forum immediately prior to the start of the meeting) and  
give it to the City Clerk. If you have any questions about communicating with the  
Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call George Bradley, Streets and  
Drainage Manager, at (209) 333-6740.



for : F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk